

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

IN RE:

Timothy & Carolyn DeGeest

CASE NO.: SG05-10783

Debtor(s)/

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

**DEBTORS' MOTION TO APPROVE RETENTION OF
REALTOR AND SALE OF RESIDENCE FREE AND CLEAR OF LIENS**

The above-referenced motion has been filed with the Bankruptcy Court. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

If you want the court to consider your views on this matter, attend the hearing scheduled for October 17, 2006 at 9:00 a.m. at the United States Bankruptcy Court, **COURTROOM A, ONE DIVISION N.W., GRAND RAPIDS, MICHIGAN**

You or your attorney may wish to file a response explaining your position. A copy should also be served upon the party who has filed the motion and to his/her attorney. **Please refer to Administrative Order 2004-06 (Mandatory Electronic Filing), effective January 1, 2005, for practices and procedures for filing pleadings with the court.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Court returned to Michael M. Malinowski, Esq. for service of notice and motion upon the matrix. Court to serve Buyer's List.

September 15, 2006
date

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT



/s/
By: Kathleen M. Trapp, Deputy Clerk

NOTICE IS HEREBY GIVEN that the court may, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be obtained at the Clerk's office from the docket.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re:

Case No. 05-10783

TIMOTHY M. DEGEEST and
CAROLYN DEGEEST,

Chapter 13, Filed 08/04/05

HON. JO ANN C. STEVENSON

Debtors.

**AMENDED
MOTION TO APPROVE RETENTION OF REALTOR
AND SALE OF RESIDENCE FREE AND CLEAR OF LIENS**

The Debtors, Timothy M. and Carolyn M. DeGeest, through their counsel, Michael M. Malinowski PLC, hereby ask this Court to enter an order approving the retention of Forest Hills Realty, Inc. as real estate sales agent for the Debtors, and the sale of their residence free and clear of liens, pursuant to Section 363 of the Bankruptcy Code. In support, the Debtors state:

1. Timothy DeGeest has accepted a new job in Montana. The Debtors are in the process of moving.
2. The Debtors have recently amended their Chapter 13 Plan to stop all payments to their mortgagees and to provide for the surrender of their residence to the secured creditors.
3. The Debtors have received an offer for the purchase of their residence from Kristofer VanOfferen, which will pay off both mortgages in full, in the amount of \$154,900 (Exhibit A).
4. The proposed buyer is not related to or acquainted with either of the Debtors.

5. The offer to purchase received by the Debtors is subject to a realtor commission of four percent (4%) to be paid to Forest Hills Realty, Inc. and the various costs set forth on Exhibit A.

6. The residence is encumbered by two mortgages to Countrywide Home Loans.

7. The Debtors propose to distribute the anticipated proceeds from the sale of their residence as set forth on Exhibit A. To the extent the remaining proceeds are less than or equal to \$1,500, the Debtors propose to keep these funds to assist them in establishing a new rental residence in Montana. In the event the remaining proceeds exceed \$1,500, the Debtors propose to pay such excess to the Chapter 13 Trustee.

8. The Debtors' mortgagees are seeking relief from the automatic stay to be able to proceed with foreclosure.

9. The Debtors ask for approval of the proposed sale of their residence to Kristofer VanOtteren free and clear of liens pursuant to Section 363 of the Bankruptcy Code.

10. The Debtors believe that all secured claims will be paid in full from the proceeds of the sale. It appears to be in the best interest of the Debtors, the mortgagees, and all creditors to allow the proposed sale to move forward.

11. The sale shall be of all of the Debtors' rights, title and interest in and to the subject real property pursuant to Sections 361(b)(1) and (f) of the Bankruptcy Code, free and clear of all liens, claims and interest, with all such liens, claims and interest attaching to the proceeds in their same order, rank and priority.

12. The sale shall be on an "as is, where is" basis with no representations or warranties being made by the Debtors of any kind or nature, especially without any warranties as to merchantability, fitness for a purpose or use, implied or inferred, except as set forth on Exhibit A.

13. The closing of the sale shall be conducted as soon as is practicable after the consummation of the hearing on this motion, and in any event no later than October 30, 2006.

14. Any creditor or party in interest wishing to object to this sale as contemplated by this motion shall file a written objection with this Court and shall serve a copy upon counsel for the Debtors, Michael M. Malinowski, 740 Alger Street, S.E., Grand Rapids, Michigan 49507, as well as to the Chapter 13 Trustee, Brett N. Rodgers, Suite 700, 50 Louis Street, N.W., Grand Rapids, Michigan 49503, no later than 48 hours prior to the hearing on this motion. If an objection is filed, a hearing will be held on the objection at the time and date set for the hearing on this motion.

15. Any party interested in bidding more than the \$154,900 cash price for the property, on the same terms and conditions as set forth in Exhibit A, shall appear at the time and date set for the hearing on this motion and be prepared to bid. Bidding shall be taken in increments of \$1,000, the first bid being for \$156,000.

16. The successful bidder, other than Kristofer VanOtteren, must be prepared to post a deposit of \$2,000 at the time of the hearing on this motion. Said deposit shall be held in escrow by counsel for the Debtors pending closing of the transaction contemplated by this motion.

17. Bidders may make bids with the Court or with the Debtors' counsel up to the date of the hearing on this motion, as well as during the hearing itself.

18. This motion shall be served upon the entire matrix of the parties in this case, as well as on the Court's Buyer's List.

WHEREFORE, the Debtors request that this Court schedule a hearing on this motion, at such hearing rule on any objections that may be filed, and thereafter enter an order approving the proposed sale or auction sale at a higher price.

MICHAEL M. MALINOWSKI PLC
Attorney for the Debtors

Date: September 15, 2006

By /s/
Michael M. Malinowski (P38400)

Business Address:

740 Alger Street, S.E.
Grand Rapids, Michigan 49507
616.475.4994

EXHIBIT A

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time.

DATE: 9-11-06 (time) MLS # 530949
SELLING OFFICE: Forest Hills Realty, Inc. REALTOR® PHONE: 437-3800 FAX: 868-1148
LISTING OFFICE: " " " REALTOR® PHONE: " " FAX: " "

1. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
☒ Agent/Subagent of the Seller ☐ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
2. **Seller's Disclosure Statement** (This paragraph applies to sales of one-to-four family residential units.)
☒ Buyer has received Seller's Disclosure Statement dated 6-12-05, subject to Seller's certification in Paragraph 27.
☐ Buyer has not received Seller's Disclosure Statement, and Buyer's obligations under this Contract are subject to Buyer's receipt of Seller's Disclosure Statement and acceptance of Seller's Disclosure Statement within 72 hours after receipt in the case of personal delivery or 120 hours in the case of delivery by mail. Exceptions:
NONE
3. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require an addendum which is hereby attached and will be an integral part of this Agreement.
4. **Property Description:** Buyer hereby offers to buy the property located in the ☐ City ☐ Village ☒ Township of Cascade Kent County, Michigan, commonly known as 5710 Whitneyville Ave SE St./Ave., with the following legal or tax description:
See Attached

PP# 41-19-35-401-007

The following paragraph applies only if the Premises include unplatted land. Seller agrees to grant Buyer at closing the right to make (insert number) NONE divisions(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before NA of the proposed division to create the Premises.

5. **Price:** Buyer offers to buy the property for the sum of \$ 154,900
One Hundred Fifty Four Thousand Nine Hundred U.S. Dollars
6. **Terms:** The Terms of Purchase will be as indicated by "X" below. (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.
☐ **CASH:** The full purchase price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days of the date this Agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.
☒ **NEW MORTGAGE:** The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a CONV type 40 (year) mortgage in the amount of 100 % of the sale price bearing interest at a rate not to exceed 9.0 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after this Agreement is fully executed, not to impair the Buyers' credit after the date hereof and to accept such loan if offered. Should any part of the new mortgage be FHAVA insured, ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:
Buyer is pre-approved with Pam Merriman @ Pinnacle Lending 822-7698
☐ **SELLER FINANCING** (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

Buyer agrees that the REALTOR® may give Seller information about Buyer contained in a credit report which has been furnished to REALTOR® by any reporting agency, at Buyer's expense. The information contained in a credit report will be provided at the Seller's written request within 72 hours of Seller's acceptance of this offer, at which time the Seller will have the right to cancel this Agreement within 48 hours of receipt of credit information.

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KV

Buyer's Initials

CDH

Seller's Initials

\$_____ upon execution and delivery of a _____
 form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
 Upon execution and delivery of ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the purchase price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Exceptions:

7. **Contingencies:** The Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of a sale or exchange of Buyer's property located at:

_____ on or before _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____

Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate and in such event this Agreement will automatically terminate and Buyer's deposit will be refunded. Exceptions:

NONE

8. **Fixtures and Improvements:** All improvements and appurtenances are included in the purchase price including if now in or on the property, the following: all buildings; landscaping; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; basketball backboard and goal; mailbox; fencing, invisible fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property and also includes:

Stove, Frig.

but does not include:

Washer & Dryer, Softener, microwave

9. **Assessments (choose one):**

☒ Seller will pay any existing assessments which are due and payable or a lien or both, on the property on or before the date first written above.

☐ Buyer will assume or pay any assessment balance which remains after Seller pays for any assessment installments which are due and payable on or before the date first written above

5710 Whitneyville Ave SE

Subject Property Address/Description

9-11-06

Date

Time

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KV

Buyer's Initials

CDT

Seller's Initials

10. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ **Calendar Year Proration** (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 to day of closing.

☐ **Fiscal Year Proration** - Taxes will be prorated as though they are paid in (choose one): ☐ advance, ☐ arrears. Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying to day of closing.

Exceptions:

NONE

11. **Well/Septic:** Within ten (10) days after this Agreement is fully executed the Seller will arrange and pay for an inspection and written report by the county health department or a mutually agreed upon qualified inspector if allowed by the health department of the primary well used for human consumption (including a water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller or Listing Broker in writing within five (5) days after the date Buyer has received the applicable report(s), of such condition and request corrective action. If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller and/or Listing Broker within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. Buyer agrees that the contingency provided by this paragraph shall be deemed to have been waived if (1) Buyer fails to provide written notice of a condition deemed unacceptable within five (5) days after Buyer has received the applicable report(s); or (2) Buyer fails to terminate this Agreement in writing as provided above. If these contingencies are waived or if Buyer elects to close this transaction, Buyer shall be deemed to have accepted the well and/or septic in its "as is" condition as of the date of closing. Exceptions:

None

12. **Inspections & Insurability:** By signing this Agreement, Buyer is representing that the Buyer is aware that inspection services of buildings and building components and systems are commercially available. Buyer has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Buyer. The Buyer has elected to arrange and pay for the following inspections:

☒ No Inspections ☐ Plumbing ☐ Heating, Ventilating & Air Conditioning ☐ Electrical ☐ Structural, including roof
☐ Termites and other wood destroying insects ☐ Radon ☐ Water Test for Lead and Nitrates (required if FHA or VA financing)
☐ Other (specify): _____

It is the Buyer's responsibility to investigate (i) whether the property complies with applicable codes and local ordinances and (ii) whether the Buyer can obtain a homeowner's insurance policy for the property at price and terms acceptable to Buyer. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects. All inspections and investigations will be completed within ten (10) days after Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be. If the results of Buyer's inspections and investigations are not acceptable to Buyer, the Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If the Buyer fails to make a written proposal within the above referenced time period then Buyer will be deemed to have accepted the results of the inspection reports and investigations without repairs or corrections and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of the Seller to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction except as may be expressly set forth in this Agreement, a written amendment to this Agreement or a disclosure statement separately signed by the Seller. Accordingly, if Buyer chooses no inspections, fails to complete inspections, or submits no written proposals, Buyer agrees to accept the premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Exceptions:

None

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Subject Property Address/Description

9-11-06

Date

Time

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KV

Buyer's Initials

CPB

Seller's Initials

13. **Municipal Compliances:** The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
14. **Title Insurance:** A Standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price will be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available for Buyer's inspection prior to closing. Buyer is advised that broader coverage is available at additional expense to Buyer. Exceptions:

None

15. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon. The Buyer has elected to obtain

- ☐ A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey
☒ A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements
☐ No survey.

Survey to be paid for by: ☐ Buyer ☒ Seller

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions:

Seller to provide existing survey

16. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the Parties. If Seller has offered to provide a home protection plan pursuant to a listing agreement signed by the Seller, then the Buyer accepts such plan. If Seller has not offered to provide a home protection plan then the Buyer has elected: ☐ to arrange and pay for a plan or ☒ to decline to purchase a plan. In any event, the Buyer and Seller release the real estate brokers and agents from any and all claims relating to or arising from a subsequent mechanical or other failure which otherwise may have been covered under such a plan. Exceptions:

None

17. **Prorations:** Rent, association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer, will all be adjusted to the date of closing.

18. **Possession:** Seller will maintain the property in its present condition until the completion of the closing of the sale. Possession to be delivered to buyer, subject to rights of present tenants, if any:

☒ At the completion of the closing of the sale

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$_____ as an occupancy fee for this period payable at closing WITHOUT PRORATION. If Seller fails to deliver possession to Buyer on the agreed date Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$_____ per day plus all of the Buyer's actual reasonable attorneys fees incurred in removing the Seller from the property.

If Seller occupies the property after closing Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the property free of trash and debris and in broomclean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

None

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9-11-06

Subject Property Address/Description

Date

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KJ

Buyer's Initials

CDH

Seller's Initials

19. **Closing:** If agreeable to both parties the sale will be closed as soon as closing documents are ready but not later than 10-16-06.

An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, delays in obtaining any lender required inspections/repairs. During this additional period the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their share of any title company closing fee if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

None

20. **Good-Faith Deposit:** For valuable consideration Buyer gives REALTOR® above named until 9pm (time) on 9-15-06 to obtain the written acceptance of this offer and agrees that this offer when accepted by Seller, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500.00 evidencing Buyer's good faith to be held by selling Broker, and to apply on the purchase price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within thirty (30) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects and no mutually agreeable disposition can be negotiated Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.
21. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement or a disclosure statement separately signed by the Seller.
22. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
23. **Other Provisions:**
Seller to pay at close \$5,000 towards buyers prepaids and closing costs.

24. **Fax or Electronic Distribution.** The parties agree that any signed copy of this Agreement transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy.
25. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Witness John Holland Phone X 211-1111 Buyer
 Print Witness Name John Holland Kristofer VanOtteren
 Print name as you want it to appear on documents.
 Buyer's Address 1100 SLUYTER ST
KENTWOOD, MI X Buyer
 Buyer's Phone: (Res.) 340-2443 (Bus.) _____
 Print name as you want it to appear on documents.

5710 Whitneyville Ave SE
 Subject Property Address/Description

9-11-06

Date

Time

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KV

Buyer's Initials

COB

Seller's Initials

DATE: 9-11-06 (time)

- 26.
- Seller's Acceptance**
- The Above Offer is Hereby Accepted:
- ☒
- As written.
- ☐
- As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

- 27.
- Certification of Previous Disclosure Statement**
- Seller certifies to Buyer that the property is currently in the same condition as Seller previously disclosed in Seller's Disclosure Statement dated:
- 9-11-06
- . Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

- 28.
- Notice to Seller:**
- Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

- 29.
- Seller's Acknowledgment**
- Seller has read this Agreement and acknowledges receipt of a copy.

Witness John Paulsen Phone _____ X Carolyn DeGeest SellerPrint Witness Name _____ Carolyn DeGeest
Print name as you want it to appear on documents.Seller's Address 5710 Whitneyville Ave SE
Alto, MI 49302 X Tim DeGeest SellerSeller's Phone: (Res.) _____ (Bus.) _____
Print name as you want it to appear on documents.

DATE: _____ (time)

- 30.
- Buyer's Receipt/Acceptance**
- Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X _____ Buyer

Witness _____ Phone _____ X _____ Buyer

DATE: _____ (time)

- 31.
- Seller's Receipt**
- Seller acknowledges receipt of Buyer's acceptance of counter offer.

X _____ Seller

Witness _____ Phone _____ X _____ Seller

5710 Whitneyville Ave SE

Subject Property Address/Description

Date

9-11-06

Time

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JD

Buyer's Initials

UDG

Seller's Initials

Estimated Sellers Net Sheet - Tim & Carolyn DeGeest

5710 Whitneyville Ave SE

Sales Price		\$154,900.00
--------------------	--	---------------------

Closing Costs

Commission	0.04	\$6,196.00	
State Tranfer Tax (.75%)	0.0075	\$1,161.75	
County Transfer tax (.11%)	0.0011	\$170.39	
Title Insurance (Estimate)		\$671.00	
Closing Fee		\$175.00	
Other (Buyers Closing Costs)		\$5,000.00	
Other Property Taxes Est.		\$1,000.00	
Other (Fed x Payoff, Record Deed)		<u>\$100.00</u>	
Total of Closing Costs			\$14,474.14

Payoff Loans

Payoff 1st Mortgage Approx.	\$126,913.00	
Payoff 2nd Mortgage Aprox.	\$12,100.00	
Payoff 3rd Mortgage	<u>\$0.00</u>	
Total of Payoffs		\$139,013.00

Net To Seller	\$1,412.86
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NOTE: A Negative (-) number indicates the amount of money in the form of a cashiers check the seller will have to bring to close.

John G. Halland Jr.
jhalland@comcast.net
www.Forest-Hills-Realty.com

Agent: (616)437-3800
Pager: (616)437-3800
Office: (616)974-1100

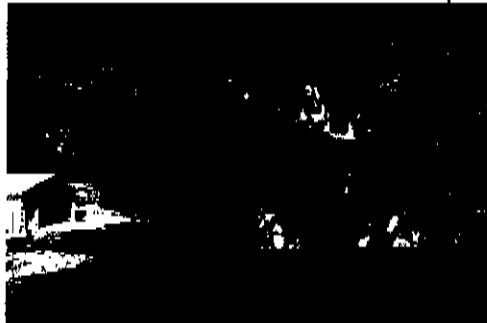
Cell: (616)437-3800
Fax: (616)868-1148
Forest Hills Realty Inc.

MLS#: G530949

\$149,900

RESIDENTIAL

Current



Single family

2 Story

Bedrooms: 3

UnProofed

Baths: 1

5710 WHITNEYVILLE AVE SE

ALTO, MI 49302

Kent County

TA: Cascade Twp

Rip Rights:

School District: Forest Hills

Comp Section: 18 - Cascade Twp.

PPN: 41-19-35-401-007

Legal Description: LL/LO

Directions: 28th SE to Cascade Rd S on Whitneyville to home.

General Information

Year Built: 1910

Age: 96

Garage: 2 stalls / UnAttached

Exterior: Alum Siding

Acreage: 2.2

Basement: Full

Frontage: 330

Heat: Oil/Hot Water

ANSI Sq Ft: 1,686 / Measured

Water: Well

Pool: N

Air: None

TFLA Sq Ft: 1,686

Sewer: Septic Sys

Fireplace: 0

Lot Size: 330x304

Assess: \$75,300

Zoning: RES

Taxable: 70106

Street Type: Paved

Driveway: Paved

Lot Wooded: Y

Special Assess: \$0 for

Terms: Conv Mtg, Cash

Features

Level	Bedrooms	Full Baths	Half Baths
Third	0	0	0
Second	2	0	0
First	1	1	0
Basement	0	0	0

Features: End Porch

Outbuildings: Barn

Pool: None

Landscape: Garden area, Prof. landscape, Shade trees, UG Sprinkling

Kitchen: Snack Bar

Appliances: Dishwasher, Dryer - Electric, Range - Electric, Microwave oven, Refrg, Washer, Softener(Water)

Rooms Desc.: N/A

Comments

Financial Comments: 0 pts/0 reps.

Listing Comments: Turn of century farm house on 2.3 acres adjacent to Laurel Ridge Development. Interior completely updated. Exterior needs some TLC. 9' walls on main floor, 10' in basement. Extra large 2 stall garage, 24x36 barn with walkout basement & new roof.

Showing/Status Information

List Date: 06/14/05

Keybox: Keybox-Appt. Required

Owner: DEGEEST, TIMOTHY & CAROLYN

Days on Market: 454

Commission: S/B:3 T:0 6

Res. Phone: (616)863-0846

Date	Activity	Price
06/17/05	New Listing	\$179,900
10/18/05	Price Change	\$159,900
03/09/06	Price Change	\$149,900

Poss.: 7 DAC

Bus. Phone:

06/17/05 New Listing \$179,900

Shows: AAA

To Show: Call Tim 299-1048

10/18/05 Price Change \$159,900

03/09/06 Price Change \$149,900

List Office: Forest Hills Realty Inc.

Office #: (616)974-1100

List Agent: Halland Jr., John G

Primary #: (616)437-3800

Cell #: (616)437-3800

V/Mail #: (616)437-3800-

Pager #: (616)437-3800

Fax #: (616)868-1148

All Information is subject to verification and no liability for omission or errors is assumed.